

River Bend Estates

Restrictive Agreement

Plats 1, 2, 3, 4, 5, 6

As Amended May 2007



Amended Restrictive Agreement
River Bend Estates Plats 1, 2, 3, 4, 5 and 6
May 30, 2007

Pursuant to the Restrictive Agreement as recorded in St. Louis County Book 17789 Page 162-173 (referenced on Plat Maps for Plats 1 through 6), do hereby certify and acknowledge that the attached amendments have been approved by a majority of the lot owners of fee simple title in the Subdivision present at a meeting of said lot owners on 30 May 2007 and further that said Amended Restrictive Agreement was prepared for the purpose of filing said Amendments in the Office of the Recorder of Deed, St. Louis County, Missouri, so that the same may become effective immediately upon the recording of these Amendments.

These revisions to our Restrictive Agreement are designed to protect the values of existing homes in our subdivision, and to set reasonable guidelines for new home construction and renovations that will take place in River Bend Estates, and to promote the general health, safety and welfare of the residents of River Bend Estates.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for permanent single family residential purposes. No new building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and a private garage for not more than four (4) automobiles.

Recreational vehicles, boats, trailers, and other vehicles, shall be placed in the garage, or behind the home, out of view of the neighbors.

2. DWELLING QUALITY AND SIZE. One story homes shall contain a minimum of One Thousand Five Hundred (1,500) square feet of living quarters. Two story homes shall contain a minimum of 2,000 Square feet in living quarters. No residence or other structure shall exceed two (2) stories in height. The aforesaid measurements apply to heated, finished living space, and do not include garages or finished basement areas. All residences shall include an attached garage or garages on the side or rear of the home, containing space for a minimum of two (2) automobiles or not more than four (4) automobiles.

No building shall be erected, placed or externally altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Trustees as to harmony of external design and materials with existing structures, and as to location with respect to topography and finish grade elevation. Approval must be in writing by the Trustees. When plans, specifications, and plat plans have been approved, they must be strictly followed and adhered to in the erection of the building and structures. No building or structure may be changed or altered prior to approval by the Trustees.

2.01. PROCEDURE. All plans, including but not limited to building plans, exterior design plans, and grading plans, which would result in the alteration or improvement of a Lot or

contemplated improvements thereon, shall be submitted to the Trustees for review and approval or rejection prior to implementation of any such plans. Prior to approval, the Trustees shall show the building plans to the adjacent neighbors.

2.02. CONSTRUCTION. External construction hours of work shall be 7am to 6pm Monday through Saturday and 10am to 6pm on Sunday. Once construction has begun on any structure or improvement, construction must be pursued to completion with all due diligence, and completed within fifteen (15) months. Completion shall include all exterior work and the complete removal of construction materials from the yard. Prior to home demolition and tear-down as well as during construction, the existing property grounds must be maintained in a neat, orderly fashion, as if occupied.

2.03. EXTERIOR DAMAGE TO AN EXISTING BUILDING. No building shall be permitted to stand with its exterior in a damaged or unsightly condition as determined by the Trustees for longer than six (6) months.

3. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No dwelling shall be located on any interior lot nearer than 25 feet to the rear boundary line. A minimum side yard of 15 feet must be maintained. If the width of the lot at the building line exceeds 150 feet, a minimum side line of 10% of the width must be maintained. Eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building or Drive Way to encroach upon another lot.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot have a width of less than 100 feet at the minimum building setback line, except cul de sac lots which have narrow frontage, nor shall any dwelling be erected or placed on any lot having an area of less than one acre, except that a dwelling may be erected on each lot as shown on the recorded plat.

5. OWNER/BUILDER'S DEPOSIT. No new construction is to begin on any building until the owner and/or builder has made a deposit of Five Thousand Dollars (\$5,000.00) with the Trustees to insure compliance with this Restrictive Agreement, removal from the site and the adjacent lots of any and all debris, and the repair of any damage to the Subdivision Improvements that may have developed during construction, including, but not limited to, soil runoff. A Builder and/or Owner has Fifteen (15) months following the month in which any new construction project is started to complete the construction of a new home. Failure to complete the construction of a new home within the Fifteen (15) month limit as specified in Section 2.03 shall result in the liquidated damages of five hundred (\$500) per month for every month, or portion thereof, beyond the Fifteen (15) month construction time limit. No new construction limited to home improvements to the exterior of any existing residence shall begin until the owner/contractor has made a deposit of Five Hundred Dollars (\$500.00) with the Trustees, prior to starting the project, and subject to the same restrictions as new construction.

6. EASEMENTS. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat.

7. NUISANCES. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Lot

owners are obligated to care for their property, including easements on and adjoining said property, and to keep it free from unsightly accumulation of weeds, debris, and other waste matter. Failure to comply with this provision shall constitute a nuisance within the meaning of this agreement. The Trustees are hereby empowered to clean up the debris, cut the weeds or grass and to trim, cut back, remove, replace, maintain trees, shrubbery, and flowers on vacant or neglected lots on the property. The owners of said property may be charged with reasonable expenses so incurred. The Trustees or officer, agents, or employees shall not be deemed guilty or liable for any such injury, abatement, removal or planting. No animals other than a reasonable number of usual household pets may be kept by any lot owner. The Trustees shall have the right and authority to establish what is a reasonable number of pets.

8. TELEVISION AND RADIO AERIALS. No television or radio aerial may be erected that projects more than eight feet above the ridge line of the house without the written permission from the Trustees. Satellite dishes are permitted. The mounting of the satellite dish must be as unobtrusive as possible, preferably on the back or sides of the house.

9. FENCES. Trustees shall give written approval of design and placement of all fences. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless approved by the Trustees. In the case of corner lots, no fences shall extend beyond the side building line to the side street unless similarly approved.

10. OUTBUILDINGS. Structures such as garages, gazebos, playhouses, storage sheds or other outbuildings shall not be placed on any lot without prior written permission of the Trustees. The provision of paragraph 3 BUILDING LOCATION also apply to

outbuildings.

11. RECREATIONAL-TYPE VEHICLES, MOTOR HOMES, TRAILERS, BOATS AND COMMERCIAL VEHICLES: These shall be stored behind or on the side of the home so as to be completely shielded from view. They shall not be stored in the front of the home. They shall not be used as a temporary or permanent residence.

11A. No hunting of any kind is permitted.

GENERAL PROVISIONS

12. TERMS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from date of approval by the lot owners. These covenants will be automatically extended for successive periods of ten years unless cancelled by an instrument duly recorded by a majority of the owners of the lots after the original 25 year period.

13A. AMENDMENTS. Amendment procedures are to be initiated by and at the discretion of the Trustees. In a meeting called by the Trustees for the purpose of amending this restriction, the Trustees shall send notice setting forth the proposed amendments by first class US Mail, postage prepaid to all lot owners at the address of record per the St. Louis County Tax Assessors Office, not less than thirty (30) days prior to the call of a general lot owners meeting. Notices shall also contain date, place and time of meeting. The owner or owners of the property shall be entitled to one vote for each lot owned by him, her, it or them. Voting is to be by secret ballot unless all persons in attendance are agreeable to waiving this provision. A majority of the lot owners present and voting in person or by an absentee ballot witnessed by another Subdivision property owner, may amend these restrictions.

13B. If the trustees do not initiate a proposed amendment to the Restrictive Agreement, these restrictions may also be altered or amended all or in part at any time by written agreement signed by not less than two-thirds (2/3) of the then record owners in fee simple title of all lots in River Bend Estates Plats 1, 2, 3, 4, 5 and 6. Any such written and signed alteration or amendment or change shall, when duly certified and acknowledged by the Trustees and recorded with the Office of the Recorder of Deeds of St. Louis County, Missouri become part of the provisions and restrictions of this Subdivision.

14. ASSESSMENT. In order to pay necessary expenses of the Trustees in performing their functions hereunder (including, but not limited to, trail and street lighting), said Trustees shall from year to year determine the total amount required for general and special purposes and apportion that sum among the respective owners of lots in the Subdivision. Owners are required to pay such apportioned amount of money but it shall not exceed the sum of two hundred dollars (\$200.00) per lot per year. Trustees shall notify each property owner of the amount due and shall demand payment of each property owner within thirty days from the date of said notice. From and after the date when said payment is due, it shall bear interest at the rate of twelve percent (12%) per annum until paid, and such assessments, costs to record, and interest thereon, shall constitute a lien at the expense of the lot owner affected upon said lot and said lien shall continue in full force and effect until fully paid. If the assessment and interest remain unpaid for a period of thirty days the Trustees or their representative may execute and acknowledge in an instrument reciting the assessment with respect to any one or more lots and cause the same to be recorded in the Office of the Recorder of Deeds, St. Louis County, Missouri, and the Trustees or their representative may upon payment, cancel or release any one or more lots from the liens and

liability of such assessment, (as shown by recorded instruments), by executing, acknowledging and recording (at the expense of the lot owner affected) a release of such assessment. Such lien shall be prior and paramount to the lien of any deed of trust or other secured indebtedness or lien against the property described in said notice, excepting only general and state taxes of the County of St. Louis and State of Missouri, or any municipal subdivision thereof. Said Trustees are fully authorized and empowered to institute suit in law or equity against any owner in default in payment of any assessment authorized herein, so as to compel payment of the amount in default, with interest, cost of court and an additional amount for reasonable attorney's fees, in each and every case.

THE TRUSTEES

15. DESIGNATION AND SELECTION OF TRUSTEES. All Trustees shall be property owners currently residing within the Subdivision at all times when they are holding office. At the time of this Amended Restrictive Agreement there are three (3) Trustees, each of which is serving a staggered three (3) year term. After the approval of these amendments, the present Trustees shall serve out the balance of the term for which they were elected, so that Trustees will continue to serve staggered three (3) year terms. Trustee election will be accomplished at the beginning of the calendar year by ballot mailed to the property owners of record and returned to the Trustees.

15A. In the event the office of any one Trustee herein becomes vacant because of the death, disability, incompetence, resignation, refusal to act, no longer owns property covered by the Agreement, or is otherwise unable to discharge their duties hereunder, the surviving or remaining Trustee(s) shall designate a successor

Trustee to fill the unexpired term of such Trustee(s) or, of his successor, as the case may be, but subject always to paragraph B below.

15B. If for any reason there are no eligible Trustees in office and if at any one time two (2) or more Trustees shall resign, refuse to act, no longer own property covered by this Agreement, become disabled or die, so that there will be no eligible Trustee in office, then a meeting of the record owners of the fee simple title of all lots according to all of the then recorded plats of River Bend Estates 1, 2, 3, 4, 5 and 6 shall be called, upon notice signed by at least two (2) of such lot owners sent by US Mail to all of such record lot owners, or personally served upon them at least ten (10) days before the date fixed for the meeting for the purpose of electing new Trustees. The said notice shall specify the time and place of the meeting and the place of meeting shall be in St. Louis County, Missouri. At such meeting, or at any adjournment thereof, the majority of the record owners attending such meeting or meetings in person or by witnessed proxy, shall be entitled to one (1) vote for each full lot owned. When any lot is owned by husband and wife as tenants by the entirety or by two or more persons as joint tenants, notice as herein required to either or any one of said parties shall suffice, and either or any of such parties shall be permitted to cast his or her vote as representing full ownership of said lot, but not more than one (1) vote for each lot shall be permitted. The result of such election shall be certified by the person elected as chairman and secretary at such meeting and their certification shall be acknowledged and recorded.

16. POWER OF TRUSTEES. The trustees have the power to prevent in their own name as Trustees, any infringement on the provision of this agreement, and have the power to compel the performance of any restriction set out in this agreement or

established by law and also to employ counsel. This power, granted the Trustees, is discretionary and not mandatory.

17. MAJORITY OF TRUSTEES TO ACT: LIABILITY OF TRUSTEES. All trusts created by this Restrictive Agreement shall vest in and inure to the benefit of and may be fully exercised by the majority of the Trustees, provided that any successor chosen or appointed to fill a vacancy as provided in this Restrictive Agreement shall from and after the date of his or her acceptance of the position of Trustee be included in determining who constitutes a majority of the Trustees. Wherever the word "Trustees" occurs in this Restrictive Agreement it shall be held and taken to include their successors. Each of the Trustees and their successors duly elected or appointed hereby accepts the trusts upon condition only that each of said Trustees shall be responsible only for his own wrongful acts or willful default and not for those of the other or others, and upon the further condition that no trustee hereunder shall ever be held personally liable for acts of commission or of omission by such Trustees respectively or collectively. The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion. Any Trustee may at any time resign by giving written notice to the other Trustees. Thereupon his successor shall be elected/appointed as herein provided.

CLOSING PROVISIONS

18. ENFORCEMENT. Enforcement of any of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefore. Said damages shall include the costs incurred

by the Trustees in pursuing their remedies on behalf of the Subdivision which shall also include but are not limited to reasonable attorney's fees and costs of legal proceedings in any, all of which shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid.


Each residence, building and lot, in respect of which there is a failure to have paid any assessment when due, shall carry with it personal liability of the owner of said building, property or lot.

19. SEVERABILITY. The invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the provisions which shall remain in full force and effect.

20. Each of the covenants and restriction in this agreement shall run with the land, and shall attach to and run with all land made subject to and encumbered by these restrictions and shall be binding upon every owner or occupant of any part of the land encumbered hereby as fully as if expressly contained in proper and obligatory covenants or conditions in each contract or conveyance of or concerning said land or any part thereof, including any improvements thereof. The Trustees shall have the rights to recover from any person violating any such covenants all costs and expenses incurred in procuring the enforcement thereof.

Trustees of River Bend Estates, Plats 1, 2, 3, 4, 5, & 6



Tom Doran


Eric Lindhorst


Kathleen Goldner

On the 19th day of January, 2008, before me, the undersigned Notary Public, personally appeared Tom Doran, Eric Lindhorst and Kathleen Goldner, to be known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed as trustees on behalf of River Bend Estates Plats 1, 2, 3, 4, 5 & 6.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

